

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of the)	
)	
Telecommunications Carriers Eligible for)	WC Docket No. 09-197
Universal Service Support)	
)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization)	
)	
Integrated Path Communications, LLC)	
Compliance Plan)	

INTEGRATED PATH COMMUNICATIONS COMMUNICATIONS, LLC’S
COMPLIANCE PLAN

I. INTRODUCTION

Integrated Path Communications is a New York limited liability company. Integrated Path Communications will provide prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint Spectrum L.P. (“Sprint”) through an MVNO agreement with 321 Communications Inc. The Company will obtain from Sprint the network infrastructure and transmission facilities to allow Integrated Path Communications to operate as a Mobile Virtual Network Operator (“MVNO”).

Integrated Path Communications is financially and technically capable of providing Lifeline-supported services.¹ Integrated Path Communications currently provides local landline telecommunications services to both Lifeline and non-Lifeline customers in New York, Texas, Florida, Iowa and California. Integrated Path Communications provides a prepaid wireless product for non-Lifeline customers. Integrated Path Communications is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. In the event that

¹See Order at ¶ 387.

USAC ceases disbursements for a period of time, the Company will still be able to provide service to its customers.

Integrated Path Communications, LLC (“Integrated Path” or the “Company”) is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forborne from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.² Integrated Path will avail itself of the FCC’s conditional grant of forbearance, hereby files its Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.³

II. BACKGROUND

In the *Order*, the Commission granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:⁴

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing,

²*In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) (“*Order*”).

³ Although the Company qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A), the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state, particularly for purposes of state universal service funding under state program rules and requirements. The Company will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund.

⁴See *Order* at ¶¶ 368, 373 and 379.

at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

III. INTEGRATED PATH COMMUNICATIONS WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

Integrated Path will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States.⁵

A. Access to 911 and E911 Services

In the *Order*, the Commission requires Integrated Path to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.⁶ The Commission and consumers are hereby assured that all Integrated Path customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Integrated Path handsets even if the account associated with the handset has no minutes remaining.

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on Integrated

⁵To the extent that future changes in federal regulations render the commitments herein invalid, the Company reserves the right to modify its operations in accordance with federal regulations in effect at that time.

⁶*See Order* at ¶ 373.

Pathproviding only E911-compliant handsets to its Lifeline customers.⁷ Integrated Pathwill ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Integrated Pathcustomer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

C. Consumer Eligibility and Enrollment

Integrated Pathwill certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, Integrated Pathwill rely on the state identification or database.⁸ In instances where Integrated Pathis responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

Integrated Pathunderstands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”⁹ Upon receiving an application for Lifeline support, Integrated Pathwill check the National Lifeline Accountability Database (“NLAD”), to determine whether an individual at the applicant's residential address is currently receiving Lifeline-supported service.

2. Initial and Annual Certification

⁷*See id.*

⁸*See Order* at ¶ 98.

⁹*See Order* at ¶ 74.

Enrollment in person. The Company will primarily enroll Lifeline applicants through its website, www.ipc-llc.com and through company events. When a prospective customer applies at an event, Company employees, agents or representatives (“personnel”) will ask to see a government issued ID and will validate the address via a USPS/Melissa Database. The Company will check the National Lifeline Accountability Database, the Company will input the name/address combination into the Company’s internal database to confirm that the applicant is not already receiving a Lifeline subsidy from Integrated Path. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC’s one-per-household template as well. In cases where an eligibility database exists, personnel will query the database to determine eligibility. In states where eligibility databases are not available, the applicant is required to provide proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. Eligibility documents are returned to the customer after review. Finally, Integrated Path personnel will verbally review all certifications and disclosures with the applicant before they sign the application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, the customer is allowed to receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, Integrated Path will mail the phone to eligible customers once verification of eligibility is complete. Customers will be instructed to call the Company when they receive the phone in order to activate their account; this activation call will capture the customer’s name and unique identifier (i.e. last four digits of SSN) in order to verify that the person activating the phone is the intended recipient.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. Integrated Path will highlight the

certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.¹⁰ If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, the application will be placed in a "hold" status until the Company receives copies of the applicant's proof documentation and government-issued ID, at which point Company personnel will review the documentation. Integrated Path will destroy copies of proof documentation and deliver phones to eligible customers by mail. Customers will be instructed to call the Company when they receive the phone in order to activate their account; this activation call will capture the customer's name and unique identifier (i.e. last four digits of SSN) in order to verify that the person activating the phone is the intended recipient.

3. Annual Re-Certification

Integrated Path understands that it must annually re-certify the eligibility of its entire Lifeline subscriber base and report the results to USAC, and the Company may elect to perform this re-certification on a rolling basis throughout the year.¹¹ Each year, Integrated Path will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in

¹⁰See Order at ¶ 123.

¹¹See Order at ¶ 130.

writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.¹²The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. Integrated Pathwill obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Integrated Pathunderstands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.¹³

Alternatively, where a database containing consumer eligibility data is available, Integrated Path(or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, Integrated Pathwill contact the subscriber every year during the annual certification process to obtain a valid address.¹⁴Integrated Pathunderstands that it may elect to have USAC administer the self-certification process on the Company's behalf.¹⁵

Integrated Pathwill certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of Integrated Path's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

(1) that the Company has procedures in place to review consumers'

¹²*See id.*

¹³*See Order at* ¶ 132.

¹⁴*See Order at* ¶ 131.

¹⁵*See Order at* ¶ 133.

documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and

(2) that the Company is in compliance with all federal Lifeline certification procedures.¹⁶

D. De-Enrollment

If at any time aIntegrated PathLifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. Integrated PathLifeline customers simply call the Company, via 611 or the toll-free customer service number, and they can speak to a live operator to de-enroll from Integrated Path's Lifeline program. Integrated Pathwill de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility.Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).¹⁷

If a customer does not respond to the Company's annual verification survey within 30 days, or if Integrated Pathhas reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), Integrated Pathwill provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the

¹⁶SeeOrderat ¶ 126-27.

¹⁷SeeOrderat ¶ 122.

letter to demonstrate that his or her Lifeline service should not be terminated.¹⁸ Similarly, Integrated Pathwill de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.¹⁹

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,²⁰ Integrated Pathwill de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. Integrated Pathwill de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. Integrated Pathwill provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. Integrated Pathwill update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.²¹

Integrated Pathwill not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, Integrated Pathwill not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.²² Integrated Pathwill notify its subscribers at service initiation, via the certification form and via script that is reviewed

¹⁸*See id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

¹⁹*See Order* at ¶ 89.

²⁰*See Order* at ¶ 214-16.

²¹*See Order* at ¶ 257.

²²*See Order* at ¶ 257.

with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.²³ An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.²⁴ Integrated Pathwill notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the Company's internal procedures. Integrated Pathwill continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.²⁵

E. Lifeline Offering

Integrated Pathwill offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier, currently Sprint.²⁶ As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with 250 minutes of talk and text per month at no charge.²⁷ Lifeline customers will have access to voicemail, caller I.D. and call waiting services at no charge, even after their initial allotment of included minutes has

²³ *See id.*

²⁴ *See Order at* ¶ 261.

²⁵ *See Order at* ¶ 262. 911 transmission will actually be performed by the Company's underlying facilities-based CMRS provider.

²⁶ The Company reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

²⁷ The Company may alter its Lifeline offering as necessary on a state-by-state basis, particularly as required by state public utility commissions.

been consumed. Airtime minutes are not deducted for calls to customer service (via 611 or the toll free number) or calls to 911; customers may place calls to 911 for free, regardless of account balance or activation status. Customers are not bound by a local calling area requirement; Integrated Path provides domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide Sprint PCS Network. Integrated Path currently blocks roaming and international calling features, so Lifeline customers are not at risk for incurring unexpected charges for these features. Integrated Path does not impose burdensome credit checks or long-term service contracts. Integrated Path's prepaid offering will be an attractive alternative for consumers who need the mobility, security, and convenience of a wireless phone, but who are concerned about usage charges or long-term contracts.

IV. CONCLUSION

Integrated Path submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Accordingly, Integrated Path respectfully requests that the Commission expeditiously approve its Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

Integrated Path, LLC

Dated March 10, 2016

Exhibit A

Sample Lifeline Certification Form

**Integrated Path Communications
(STATE) Lifeline Service Application and Certification**

Mail completed and signed form to:
9030 State Route 22 Suite3 Hillsdale NY 12529
Customer Service: 888-224-6958

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Integrated Path Communications' (IPC's) program in your (STATE). This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ **I hereby certify that I have read and understand the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs(**check one**):

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Tribally Administered TANF (TATNF) |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) | <input type="checkbox"/> Head Start (meeting income qualifying standards) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | <input type="checkbox"/> (Tribal) |
| <input type="checkbox"/> National School Lunch Program's free lunch program | |

Tribal eligibility:

☐ I hereby certify that I reside on Federally-recognized Tribal lands.

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____

Date of Birth ("DOB"): Month: ____ Day: ____ Year: ____ Last Four Digits of Social Security Number (or Tribal ID Number): _____

If Qualifying for Lifeline by Income: Income Level : _____ AND Number of Individuals in the Household: _____

Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street _____ City _____

State: _____ Zip Code: _____

Address is (choose one): ☐ Permanent ☐ Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street _____ City _____

State: _____ Zip Code: _____

Multiple households sharing and address:

☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete and include with this application multiple household worksheet.

Activation and usage requirement disclosures: To keep your account active, you must use your Lifeline service at least once during

any 60 consecutive day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 consecutive days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company’s customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ I hereby certify that I have read and understand the disclosures listed above regarding the Lifeline service activation and usage requirements.

Authorizations:

☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number, address, DOB, Lifeline enrollment and termination dates and the means through which the applicant qualified for Lifeline (i.e. Medicare or income)), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant’s Signature: _____ **Date:** _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- ☐ The prior year’s state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

Documents/Benefit Cards Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

- List A - Choose 1
- ☐ Supplemental Nutrition Assistance Program (SNAP)
 - ☐ Medicaid
 - ☐ Section 8 Federal Public Housing Assistance (FPHA)
 - ☐ Supplemental Security Income (SSI)
 - ☐ Temporary Assistance for Needy Families (TANF)
 - ☐ Low Income Home Energy Assistance Program (LIHEAP)
 - ☐ National School Lunch Program’s free lunch program
 - ☐ Food Distribution Program on Indian Reservations (FDPIR)
 - ☐ Bureau of Indian Affairs General Assistance (BIA)
 - ☐ Tribally Administered TANF (TATNF)
 - ☐ Head Start (meeting income qualifying standards)

- List B - Choose 1:
- ☐ Program participation card/document
 - ☐ Prior year’s statement of benefits
 - ☐ Notice letter of participation
 - ☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep/Agent Signature

Exhibit B

Sample Advertisements

Wireless Phone Service

Pay Nothing to Start Service

250 Free Minutes every month for local
and national long distance calls,
Texting, and More!

INTEGRATED PATH COMMUNICATIONS

**If you or any other member of your household
receive:**

**Medicaid - Food Stamps - TANF - SSI -
Federal Housing Assistance - Low Income Energy –
Head Start - School Lunch Program**

Lifeline is a government benefit program. Only eligible customers may participate in the Lifeline program and participation is limited to one benefit per household consisting of either wireline or wireless service. Documented proof of participation in a government assisted program or income qualification is required for enrollment. Lifeline service is non-transferable.

1-888-224-6958

Exhibit C

Lifeline Terms and Conditions

TERMS AND CONDITIONS

Integrated Path Communications Terms and Conditions of Service

Integrated Path Communications residential home phone service is brought to you by Integrated Path Communications. Integrated Path Communications provides both Non-Lifeline and Lifeline Assisted services. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to Integrated Path Communications provided services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using services provided by Integrated Path Communications and is a legally binding agreement between you and Integrated Path Communications. These Terms and Conditions of Service contain important information about your consumer rights. Integrated Path Communications reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion.

Lifeline Support

Lifeline Support is a monthly support that reduces the cost of monthly residential home telephone service. An eligible Integrated Path Communications customer may receive a lifeline discount, but the lifeline discount is available for only one telephone connection per household. Lifeline support may vary between states.

Eligibility for the Integrated Path Communications lifeline service program varies by state. Subscribers may qualify for a Integrated Path Communications lifeline program if they participate in one of the government programs listed below or may qualify based on household income eligibility standards as defined below. By completing the Integrated Path Communications application, a subscriber's consent is required to the release of required information, including financial information if necessary, to a designated agent as required for the administration of your Integrated Path Communications lifeline service. This consent survives the termination of this agreement. Integrated Path Communications reserves the right to review any subscriber's continued eligibility for the lifeline program, at any time, and may require subscribers to provide Integrated Path Communications with written documentation of either subscriber household income or subscriber's participation in a qualifying state or federal program. A subscriber may only participate in one lifeline program at the subscriber's principal place of residence. If a subscriber or any member of a subscriber's family participates in a lifeline program from another provider, the subscriber is responsible for notifying the other provider that they have been approved for a Integrated Path Communications lifeline program. Notice to terminate service from any other provider's lifeline program must be given after activating new service in the Integrated Path Communications lifeline program.

Integrated Path Communications subscribers may qualify for a lifeline service offering if the subscriber meets certain state and federal eligibility requirements. These requirements are determined by the particular state where the subscriber resides. These state and federal eligibility requirements are also based on either program based eligibility or income based eligibility.

Program Based Eligibility

Program based eligibility varies by state. Integrated Path Communications subscribers are eligible to receive lifeline discounts, under the program based eligibility, if they participate in one or more of the following programs and the state participates in that program:

Food Stamps (program may be named differently by state) Medicaid Low Income Home Energy Assistance Program (LIHEAP) National School Lunch programs (free lunch programs) Federal Public Housing Assistance as Section 8 Supplemental Security Income (SSI) Temporary Assistance for Needy Families Program (TANF)

Income Based Eligibility

Income based eligibility varies by state. Some states do not offer income based eligibility for lifeline. Integrated Path Communications subscribers are eligible to receive lifeline discounts, under the income based eligibility; if subscriber's total combined household income meets the defined U.S. Government Income Poverty Guidelines. Proof of income documentation (such as a current tax return) must be provided to Integrated Path Communications to demonstrate eligibility income based eligibility.

Integrated Path Communications Lifeline Program Restrictions

Subscribers applying for service in a Integrated Path Communications lifeline program agree to, and declare under penalty of perjury, that all of the following conditions below apply (but not limited to):

The Integrated Path Communications lifeline program is limited to one connection per household

Subscriber applying for service certifies that subscriber does not participate in any other lifeline program.

Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for lifeline service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent)

If subscriber participates in another lifeline program at the time applying for Integrated Path Communications lifeline service, the subscriber agrees to cancel lifeline service with any other provider.

Subscriber agrees to immediately notify Integrated Path Communications of any address change.

Subscriber affirms they meet the head of household requirement.

Subscriber affirms they are least 18 years old.

Subscriber affirms they are not claimed as a dependant on another person's tax returns.

Subscriber affirms they will immediately notify Integrated Path Communications if they no longer participate in at least one of the state or federal programs required to receive lifeline discounts.

Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by Integrated Path Communications. Subscriber also authorizes any state or federal assistance programs representatives to verify subscriber's eligibility for lifeline programs.

Subscribers applying for the lifeline program authorize Integrated Path Communications, or its duly appointed representative's to have access to records relating to the applicant to verify eligibility for the Integrated Path Communications lifeline program.

Subscribers applying for Integrated Path Communications lifeline programs affirm, under penalty of perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs

Subscribers participating in the Integrated Path Communications lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in lifeline programs based on the appropriate state or federal re-certification or verification requirements. Integrated Path Communications reserves the right to determine, at its sole discretion, if a subscriber meets the annual re-certification or verification requirements and if the subscriber fails to re-qualify for lifeline service. If Integrated Path Communications is unable to re-certify or verify the required lifeline qualifications the subscriber will be deemed ineligible to further participate in Integrated Path Communications lifeline programs. If a subscriber is deemed ineligible for Lifeline, then subscriber's Lifeline discount will be discontinued and subscriber will be billed the normal rate without any lifeline discount. Subscriber's plan may be changed in favor of a new plan to be chosen by the subscriber. The subscriber will be eligible to choose from any then available plan under the applicable terms and conditions for that plan.

Integrated Path Communications reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. Integrated Path Communications subscribers have the ability to terminate from the lifeline program for any reason. Subscribers who choose to terminate from the lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive any lifeline discount and will be required to re-qualify for lifeline qualifications if they choose to enroll with another Integrated Path Communications lifeline program.

By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for Integrated Path Communications service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of Integrated Path Communications. Any attempted assignment or delegation without proper consent from Integrated Path Communications shall be void.

Supported Services

The following supported services are available to Integrated Path Communications subscribers who participate in lifeline programs

1. Voice grade access to the public switched network.
2. Dual tone multi-frequency signaling or its functional equivalent. “Dual tone multi-frequency” (DTMF) is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time;
3. Single-party service or its functional equivalent.
4. Access to emergency services. “Access to emergency services” is a service available to Integrated Path Communications subscribers that allows a subscriber to call to emergency services through a Public Service Access Point (PSAP) operated by the local government;
5. Access to operator services. “Access to operator services” is defined as having access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call;
6. Access to interexchange service. “Access to interexchange service” is defined as the user of the telecommunication service having access to complete a long distance call or a toll call;
7. Access to directory assistance. “Access to directory assistance” is defined as access to a service that includes making available to customers, upon request, information contained in directory listings; and
8. Toll limitation for qualifying low-income consumers. “Toll limitation” Integrated Path Communications qualifying subscribers have the option to use their service to complete a long distance call or toll call in an amount of service that limits the amount of toll service to which the subscriber has already paid.

Integrated Path Communications Services

Integrated Path Communications service is provided at the company’s discretion. Integrated Path Communications may change pricing or the company’s Terms and Conditions of Service, from time to time, without notice. Unless expressly prohibited by law, Integrated Path Communications reserves the right to modify or cancel a subscriber’s service, an account, or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms and Conditions of Service. A subscriber’s right to use Integrated Path Communications service is subject to Integrated Path Communications business practices, policies, procedures, rates and these Terms and Conditions of Service. Integrated Path Communications may change the Terms and Conditions of Service at any time. Integrated Path Communications will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscribers service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

Local phone numbers may not be available in all areas. Integrated Path Communications service is for personal use only and may not be used in a manner that interferes with another Integrated Path Communications customer's use of service. Integrated Path Communications services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. A Integrated Path Communications subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

Integrated Path Communications services may be affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond Integrated Path Communications control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to service network issues and outages. Integrated Path Communications does not guarantee, or warrant, that service will be available at any specific time or geographical location, or that service will be provided without possible interruption. You should therefore never solely rely on your phone for emergency calls, such as to 911. Integrated Path Communications customers have access to dial 911 in an emergency. However, occasionally a subscriber may attempt to call 911 in an area where there is no 911 coverage. If there is no 911 access available, a subscriber's call to 911 may not be available.

By applying or activating service with Integrated Path Communications, a subscriber agrees not to use Integrated Path Communications services in any way that is illegal, abusive, or fraudulent. This will be determined by Integrated Path Communications in its sole discretion.

Integrated Path Communications ETC Services

Integrated Path Communications lifeline programs are only available for activation by customer's who reside in the areas in which Integrated Path Communications, has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized service, a subscriber's principal residence address must be within a Integrated Path Communications ETC service area. To be eligible for Integrated Path Communications service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by Integrated Path Communications. Where applicable, Integrated Path Communications lifeline programs are provided to you by Integrated Path Communications and are governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state and supersede any term related to the Lifeline Assistance program. Integrated Path Communications may provide access to tariffs through its website. Please be aware that tariffs posted online may not be official documents and you assume full responsibility for any tariff information you access on the Integrated Path Communications website. Integrated Path Communications bears no liability for the accuracy of any documents available on this website.

Integrated Path Communications Taxes and Surcharges

Integrated Path Communications charges state and local sales taxes. Pricing listed on the Integrated Path Communications website or listed in advertising methods for wireline service do not include certain taxes or

surcharges. Subscribers are responsible for all charges applicable to the use of Integrated Path Communications service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. Integrated Path Communications collects sales taxes on all Additional Minutes Offering Plans and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales taxes and required regulatory fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") will apply. Taxes and fees are subject to change without notice.

Integrated Path Communications Directory Assistance, Additional Charges and Services

Directory assistance calls will be charged at an additional rate per call plus applicable usage charges. Calling to 900 / 976 numbers are not available to Integrated Path Communications subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will be available to subscribers. Integrated Path Communications allows subscribers to make or receive domestic long distance calls inside the domestic USA as long as the subscriber has long distance available.

Integrated Path Communications will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

If a subscriber's account is deactivated for any reason, Integrated Path Communications will assess subscribers a standard reactivation fee which is not refundable.

Integrated Path Communications Phone Number

Integrated Path Communications subscribers must accept the number that is assigned to them at the time of activation. Integrated Path Communications may release a subscriber's phone number to another subscriber, without giving notice, if the subscriber cancels service with Integrated Path Communications, or if the account is deactivated. Subscribers may transfer a number prior to the number being reissued to another subscriber. Integrated Path Communications reserves the right to change a number at any time. Integrated Path Communications will attempt to notify the subscriber prior to any change. A subscriber can request to change a phone number for a number change fee.

In some situations, a subscriber may transfer an existing carrier telephone number to your Integrated Path Communications service for use as a Integrated Path Communications phone number. When a subscriber transfers from another carrier to Integrated Path Communications, they may have to pay a termination fee to the former carrier. Integrated Path Communications will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of Integrated Path Communications Customer Information

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of Integrated Path Communications Privacy. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any “Customer Proprietary Network Information” (CPNI) data that Integrated Path Communications collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the Integrated Path Communications Privacy Policy. Integrated Path Communications will not intentionally share subscriber’s personal information without the subscriber’s permission. Integrated Path Communications may, from time to time, use the information subscribers provide to market services to subscribers that may be related to Integrated Path Communications services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from Integrated Path Communications and its affiliates about new products, promotions, or other important services offered by Integrated Path Communications. Integrated Path Communications may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution

You agree to contact Integrated Path Communications with any disputes. You must contact Integrated Path Communications with any dispute. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A Integrated Path Communications representative will contact you at the last address you have provided or by phone. Integrated Path Communications agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or Integrated Path Communications may commence a Binding Arbitration proceeding (see below).

This agreement shall be construed under the laws of the state of New York, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for Integrated Path Communications services. To the extent permitted by law, if a dispute claim proceeds in court, Integrated Path Communications and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

Limitation of Liability

Integrated Path Communications is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. Integrated Path Communications will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Integrated Path Communications is not

responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on any Integrated Path Communications equipment or which may remain on Integrated Path Communications equipment during and/or after you no longer have service with Integrated Path Communications. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. Integrated Path Communications assumes no risk or responsibility for a subscriber's use of any content provided by Integrated Path Communications services. Integrated Path Communications is not liable for any act or omission of any third party company providing part of Integrated Path Communications services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by Integrated Path Communications, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and Integrated Path Communications or its affiliates. You (subscriber), also agree that Integrated Path Communications will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from any address book provided by Integrated Path Communications.

Indemnification

To the full extent by law, you agree to hold harmless and indemnify Integrated Path Communications and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of Integrated Path Communications products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with Integrated Path Communications, Inc.

A subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all subscribers. A subscriber may have other legal rights that vary by state.

Warranties

Integrated Path Communications does not manufacture phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The Integrated Path Communications Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, Integrated Path Communications with respect to products and services provided to you and the terms under which they are offered to you by Integrated Path Communications. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of New York. This excludes customers who are residents of the state of California.

Integrated Path Communications reserves the right to suspend or terminate any subscriber's access to Integrated Path Communications services or to the Integrated Path Communications website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of Integrated Path Communications, its affiliates, or for any other reason at the sole discretion of Integrated Path Communications.

Exhibit D

Key Management Resumes

BRIAN E. SHEPARD

111 East 30th Street
Suite 11C
New York, NY 10016

Phone: 212-689-1098
Cell: 212-380-7974
bshepard@ipc-llc.com brianeshepard@hotmail.com

EXPERIENCE

IBM/ Department Of Education

2/2010 to 6/2012

Consultant – Sr. Project Manager/Sr. Video Engineer

As the key in-house Digital Video Subject Matter Expert (SME) I am responsible for the final determination that all IPDVS systems for the New York Department of Education meet the IPDVS design specifications and standards. The adherence process includes review of vendors' installations, which includes the Cisco Network infrastructure, Digital Video surveillance equipment, MPEG encoders, servers, video content servers and auxiliary video hardware, and servers/workstations operating systems within New York City schools.

- Serves as in-house expert and authority in IPDVS for multiple building environments. Consults on changes in network infrastructure and product/hardware selection.
- As a Project Manager overseeing vendors and applies quality assurance to the implementation, installation and verification of the component checkout process performed in a standard based environment for the IPDVS project. And delivers a status assessment report indicating whether each school's IPDVS system is accepted as complete or not.
- Documents modifications to configurations, tests and verifies solution functionality and determines and isolates problem source.
- Manages and maintains all individual acceptance reports along with an overall QA summary of all sites.
- Implements problem source identification/determination and technical support of all digital video surveillance cameras, MPEG encoders, Windows operating systems, Cisco switches, routers, firewalls and general network connectivity components at IPDVS sites citywide.
- Evaluates IPDVS application software configuration parameters associated with each unique school.
- Analyzes MPEG-4 encoder configuration, firmware level and port mapping documentation.
- Coordinates, provides, reviews and assures strict adherence to highly technical specifications and standards for all IPDVS systems.

Ascent Media Group New York, NY

8/2008 to 1/2010

Global Manager of Operations and Engineering

In conjunction with VP, Global Resources manage daily network operations of global DTM transport network as the principle operations expert

Network Operations

- Oversee DTM nodes, interconnections, service levels and provide Tier 1 and Tier 2 support to regional operation teams
- Issue work orders and oversee implementations based on network plans developed by my office or customer
- Developed and Managed capacity management process
- Performing root cause analysis and communicate to Sr. Staff outage results.

- Oversee network software and hardware upgrades across entire network including compatibility testing and managing release notes details, features and bug-fixes
- Identify and approve all groom and maintenance requests made by carrier-vendors. Submit all maintenance requests to operations centers and internal clients for approval/notification.
- In conjunction with NMS engineers coordinate integration of DTM functionality into NMS systems to provide appropriate capabilities
- Manage in-band DLE servers and clients and integration with management-telemetry network
- Network Implementation
- Execute and document the implementation of new internal and external service orders
- Execute and document the installation, testing and turn-up of new circuits (Data and Video) and new nodes for operational use
- Interface with key vendors and Telecom Manager for circuit orders and changes that impact network operations
- Provide Point Of Contact communications with internal and external customers regarding status of service implementations, trouble tickets and network health issues
- Develop Detail Design and budget based on sales initiative
- Managed budget and Provide input for network planning and budgeting purposes
- Technical Training
- Train engineering team in DTM network operations, service implementation and DTM transport technology services
- Train operations teams in basic DTM network operations and high-level troubleshooting

VERIZON – Video Network Services Basking Ridge, NY
Sr. Staff Consultant

12/2006 to 5/2008

Responsible for engineering of video transmission and switching platforms for the delivery of FiOS TV service offering and related services on the national FTTP video network.

- Responsibilities include the engineering of area-wide and company-wide video network deployments, data transport, switching/routing systems including layer 3 migration
- Engineering of video headends, regional video hub office, medium haul networks, and video serving office (i.e. central office) equipment.
- Issue work orders and oversee implementations based on network plans.
- Managing capacity requirements and developing capacity management process that initiates additional capacity for all video network components.
- Performing root cause analysis.
- Engineering of video application subsystems including EAS, Ad-insertion, VOD, IPG, Gaming.
- Reviewing video construction projects and their capital costs for validation of alignment with approved guidelines and the capital program
- Define IP VHO and IP SHE FiOS TV Architecture – Capacity Growth Project
- Manage IPTV Cross function team definitions and requirements gathering

INTERGRATED PATH COMMUNICATIONS, LLC – CRARYVILLE, NY**Principal/ Director of Engineering/ Program Manager/Consultant****4/2006 to Present**

- Test Engineer – Provide verification of features and functions of Motorola digital CATV Headend equipment for Motorola DVS System Integration, which is a part of the DVS System Engineering organization at Horsham, PA.
- Prepare test plans/procedures from system requirements for Motorola DVS System Integration, which is a part of the DVS System Engineering organization at Horsham, PA.
- Create test reports and present results to engineering teams and Project management for Motorola DVS System Integration, which is a part of the DVS System Engineering organization at Horsham, PA.
- Monitor the project life cycle of multiple simultaneous projects within Comcast Cable National Engineering & Technical Operations
- Supported CMTS upgrade for supporting VOIP and Power Boost for Comcast Cable National Engineering & Technical Operations
- Supported CMTS Next Generation Project in support of VoIP for Comcast Cable National Engineering & Technical Operations
- Analyze and forecast capital requirements for Comcast Cable National Engineering & Technical Operations new products and services
- Develop spreadsheets, power point presentations, and formal documents describing capacity and budget requirement for Comcast Cable National Engineering & Technical Operations
- Designed and Implemented a Capacity Planning models for Comcast Cable National Engineering & Technical Operations CMTS Capacity management team
- Designed and Implemented a Capacity Planning models for Comcast Cable National Engineering & Technical Operations Digital Video Transport
- Designed and Implemented IPTV Network Architecture for deployment in Haiti TV Cable System
- Designed and Implemented PON Architecture for deployment in Haiti TV Cable System
- Provide Capacity Planning Modeling including forecasting budgets to Haiti TV Cable System
- Designed and Implemented Gig-E transport for Haiti TV Cable System
- Designed and Implemented VOD System for Haiti TV
- Project managed Haiti TV System Build and Launch

CABLEVISION SYSTEMS CORP.**3/96 to 4/2006****TELECOMMUNICATION NETWORK MANAGEMENT – Bronx/Brooklyn, NY****8/01 to 4/2006****Area Manger Inside Plant Engineering Headend – NYC (Brooklyn/Bronx)**

- Manage two 860 MHz analog and two digital Headends and 11 hub sites which service more than 850K subscribers.
- Responsible for Headend FCC proof of performance (C/N, S/N, Differential Phase/ Differential Gain, Chrominance Luminance Gain, and Chrominance Luminance Delay) and budgeting
- Supported the rebuild effort by building 5 new Multi-Product Hub
- Designed and tested (C/N, CTB, and CSO) fiber interconnects (Super Trunk) to link headends in region via optical fiber.
- Supported CMTS upgrade for supporting VOIP

- Managed the implementation of operational impacting projects, operational and capital budgets. Responsible for the design and methods and procedures development/implementation.
- Managed staff development, and interdepartmental and vendor management.
- Designed and Implemented Gig-E transport which supported VOD (iP Video) for 11 Hub Sites and 2 Server Sites, C and L Band Satellite transport systems, and HDTV SONET Transport System
- Developed data security Anti-pirate counter measures
- Designed local System NOC for monitoring HSD, Broadcast Digital and VOD services
- Implemented and Managed ASI (iP Video) Transport systems
- Implemented Digital Commercial Insertion systems and Battery back-Up and Node status monitoring system
- Outlined all test and maintenance procedures for Broadcast Digital (ASI), VOD, HSD and DAVIC systems
- Responsible for managing a technical staff of 14 telecommunication engineers.
- Supported the budget management process by developing budget tracking tools using Java, Excel and MS Access

NEW PRODUCT OPERATIONAL DEVELOPMENT – Bethpage, NY

1/00 to 8/01

Senior Project Manager

- Responsible for managing and directing the implementation of operational impacting and growth of new business initiatives business critical projects within Telecommunication Services.
- Coordinate cross business unit resources to consistently deliver high quality products and services on-time and in budget.
- Actively involved in the overall project management for new product or special project initiatives involving senior business leaders.
- Manage all phases of projects (time, scope, budget, and risk) with strategic and/or tactical importance to Cablevision.
- Supported the budget process

CORPORATE ENGINEERING – Woodbury, NY

3/98 to 1/00

Manager, Engineering & Design – Network Resources

- Manage SONET (Interconnect Optical Network {ION}) spanning 3 states, including utilization for voice/data/IP & video (HDTV, compressed and un-compressed), surveillance/status monitoring, circuit/network design, OC48 hand-off, OC3 hand-off, and vendor/system analysis.
- Controlled management of contract deliverables, training, expansion of network, and budget responsibility.
- Designed and implemented NOC, including methods, procedures, and schedules.
- Supported the budget management process by developing budget tools using C++, and Excel

OPERATIONAL ENGINEERING – Hicksville, NY

11/96 to 3/98

Supervisor – Headend/Hub

- Responsible for supporting the forward and return HFC network, headend and hub plant for 670K subscriber system, including design development, methods and procedures development.
- In charge of first level management of 11 technical personnel, including training, schedules, reviews, and interviews.

Designed and tested (C/N, CTB, and CSO) fiber interconnects (Super Trunk) to link headends in region via optical fiber.

Designed and implemented Satellite Antenna installation and maintenance procedure. Perform due diligence inspections.

Responsible for Headend FCC proof of performance (C/N, S/N, Differential Phase/ Differential Gain, Chrominance Luminance Gain, and Chrominance Luminance Delay) and budgeting

SNET PERSONAL VISION, INCORPORATED – New Haven, CT
Manager System Design and Planning

4/96 to 10/96

Responsible for developing the technical direction for the long-range business objectives of the Deployment of multimedia services within Connecticut

Providing complex designs in support of:

Systems Designed Transport

- SONET – Design for delivery of Data, NTSC Video and Digital video signal
- Headend – Design/Upgrade for channel expansion and digital capability
- Pay Per View – Analog tape base delivery, migrating to Digital interactive delivery
- Ad-Insertion – Digital state wide system capable of town by town insertion
- Public Access – Design facility interconnection via fiber optic transport technology

Vendor Evaluation

- Matrix Evaluation for Baseband video and BTSC audio
- Matrix Design for RF and IF video signals using multiple vendors
- Digital Video Server Evaluation for Multi-Application
- Ad-Insertion – Vendor Evaluation for Spot insertion and Info-Commercials
- Set Top Box Selection with interactive Electronic Programming Guide
- Character Generator with graphic display and remote communication
- Traffic and Billing solution
- Public Access facility processing equipment selection

Broadband CATV Distribution Systems

- Inter central office fiber optic network design with return path technology
Incorporated
- Ad-Insertion – HFC network design. Inserting at Globally and Granularly points
- Public Access – fiber optic network transport design
- Control Operations Room Design for Status Monitoring

Texscan MSI – Salt Lake City, Utah
Project Manager, Senior Field Service Engineer

3/93 to 4/96

- Responsible for all aspects of project development, implementation, and management.
- Supervised technical and operational staffs.

- Trained technicians and customers.
- Designed, and implemented installations and test procedures

ALLEN ORGAN STUDIOS INCORPORATED – Albertson, NY

6/90 to 6/92

Service Manager

- Responsible for training technicians, writing test procedures, scheduling service calls, trouble-shooting to component level (analog and Digital), designing installations

MARCONI CIRCUIT TECHNOLOGY INCORPORATED – Farmingdale, NY

2/88 to 3/90

Calibration Technician A

- Responsible for calibrating various test instruments, producing technical reports, evaluating operating systems

RHG ELECTRONICS LAB INCORPORATED – Bayshore, NY

4/87 to 1/88

RF/Microwave Engineering Technician

- Tested, tuned, and did troubleshooting of microwave attenuators, switches and performed all final testing including source inspections. Wrote specification sheets and outlines.

GENERAL MICROWAVE CORPORATION – Amityville, NY

4/86 to 4/87

Microwave Technician

NARDA MICROWAVE CORPORATION – Hauppauge, NY

9/85 to 4/86

Microwave Technician A

EDUCATION/TRAINING

State University of New York – Old Westbury, NY
BS Computer Science Engineering – Graduation Summer 2006

Novell Certified Network Engineer Training Center
Certified NetWare Administrator (CNA) – 7/1995

Grumman Data Systems Institute
Electronic Technology Diploma - 1985

Anson Malcolm

50 Chestnut Road ▪ Amityville, NY 11701

T: 917-306-3025 ▪ malc8089@gmail.com

SENIOR ACCOUNTANT

PROFILE

- Award winning, corporate accounting strategist and senior accountant with 10+ years of leadership experience in full cycle financial accounting, financial reporting and compliance control for small to medium size corporations
- Combines detailed-oriented analytical skills with perceptive big picture thinking capabilities to provide astute fiscal and operating advice for short and long term business planning
- Employs communication and relationship management skills to cultivate strong relationships at all levels
- Excels in high-pressure environments for large scale, high profile institutions, handling all responsibilities with utmost integrity, diligence and professionalism
- Builds and motivates high-performance accounting and finance teams
- Bachelor of Science Accounting and Associates degree in Applied Science Accounting - **(Honors)**
- Expert in US Taxation for individuals, partnerships and corporations
- Previous experience in a not-for-profit environment
- Computer literate in QuickBooks, Excel, Word, Outlook

ACHIEVEMENTS/ACCOMPLISHMENTS

- Instituted controls and processes to turnaround mismanagement of the main receivables account (\$250M) following an unsuccessful attempt by an external firm resulting in 5 figure losses
- Introduced daily account reconciliations procedures to manage the high volume of transactions and statements with increased accuracy and speed
- Reconciled accounts with utmost accuracy, investigating discrepancies to locate missing funds, averting financial losses through write-off procedures to force account balancing
- Slashed administrative processing times for bank reconciliation from 1 week to mere hours
- Selected by management to draft an internal moving expense policy for employees that was adopted by the university
- Developed an automated system for on-site and off-site archival records by creating a customized Excel database to incorporate all records, allow accessibility to internal users and increase search agility
- Received honorable mention in annual in-house newsletter citing stellar bank reconciliation efforts based on tuition account management, and the introduction of an archival records retention policy that has since been deemed the Facility's "Gold Standard"
- Recipient of the prestigious Administrative Outstanding Achievement Award (2008) base on valuable contributions throughout tenure
- Selected by the Chair of the Board of Trustees to concurrently hold the Controller position for St. John's Bread and Life, a subsidiary charity and the largest soup kitchen in New York.

ACCOUNTING/BOOKKEEPING CONSULTANT

2010 - Present

- Maintain the accounting records for several small businesses in the New York and Connecticut area
- File quarterly sales tax returns, payroll tax returns and other year-end forms as required
- Prepare budget reports using Microsoft excel as a primary tool
- Converted small businesses accounting systems from manual to automated

SENIOR ACCOUNTANT 2001 – 2010

St. John's University New York

- Oversaw the university's tuition receivable portfolio valued at over \$250M, allocated tuition revenue to the proper period and aged accounts receivables in order to enhance the monthly management reporting process
- Implemented the entire business affairs department records retention policy, allowing for easy access through a university wide database and reduced the cost of records retrieval
- Managed a \$740 Million fixed assets portfolio which consisted of capital assets including buildings, equipment, structural upgrades, vehicles and real property; maintained records in Excel to provide management with an additional tool for asset write-off
- Supervised the recording of capital assets at cost value and regularly updated depreciation schedules to accurately determine the correct residual value
- Implemented write-off procedures in order to facilitate decision making process regarding worthless assets were reflected on the financial statements
- Directed fiscal management policy and procedures, reviewed charitable contributions documentation for completeness and compliance
- Implemented strict internal control procedures to safeguard the assets of the organization
- Provided year-end audit schedules for external auditors and liaised with auditing firm to ensure utmost due diligence and transparency

ACCOUNTING MANAGER-REVENUE

1997 – 2001

St. John's University (formerly College of Insurance) New York

- Oversaw 4 direct reports with responsibility for tuition revenue and auxiliary revenue which increased exponentially from 1997- 2000
- Overhauled accounts receivable procedures by implementing rigorous collections measures with tracking, constant billing and direct contact with outstanding accounts, reducing receivables by 25% in the first 3 months
- Aged accounts receivable, set-up allowance for doubtful debts and performed monthly variance analysis for management reporting purposes
- Recorded the acquisition of all fixed assets, depreciation methods used and the disposition of capital assets, accounting for all gains and losses

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science Accounting – (Honors) City University of New York, NY

Associate Degree in Applied Science Accounting - (Honors) New York City College of Technology, NY

Certificate in Hotel/Motel Front Office Management – New York Food & Hotel Management School, NY

Ruben M. De Los Santos

1438 SW Gilroy Rd.
Port St. Lucie, Fl. 34953
ruben@voipatlantic.com
Phone: 954-778-6166

VoIP Implementation Engineer · VoIP Project Manager · PGW C7/SS7 Engineer

- **VoIP Implementation Engineer** – Extensive experience in maintaining and supporting enterprise-wide voice network infrastructure, operations and applications.
- **VoIP Project Manager** – Excellent communications, team-building, and conflict management skills. Diplomatically resolved issues involving vendors (international telecom leaders), internal customers, and client companies.
- **PGW C7/SS7 Engineer** – Design, implement and provision Cisco PGW for C7/SS7 networks all over the world. Including challenging countries as Ecuador, Peru, Bolivia, Pakistan, New Zealand and Nigeria to name a few.

Professional Experience

VoIP Atlantic, Inc. – Founder, Port St Lucie, Fl. 2005 – Present

Providing expertise in VoIP and networking, telecommunications and VoIP professional services, Cisco 2200 PGW services, networking deployment, troubleshooting, and related expertise to a wide variety of clients.

Titan Communications – CTO, Boca Raton, Fl. June 2008 – January 2009

Was brought in as a new team leader to incorporate VoIP into their existing TDM network. Designed VoIP infrastructure. Ordered Cisco voice gateways and DSP card to correspond with our design. Configured gateways to terminate to their existing DMS digital T1 switch. Incorporated security measures to protect network. Implemented SNMP monitoring services. Trained a team of seven on common Cisco monitoring commands, simple configuration changes as well as H323, SIP and dial peer understanding.

VoiceInterop – CTO, Boca Raton, Fl. December 2007 – June 2008

Designed and implemented PGW and Cisco AS5400 gateways in Kuwait for international proper and mobile termination into 96 E1s on their SS7 switch. Designed a full IP to IP network in their NAP collocation for passthrough traffic as well as a central location for radius billing. Trained existing team on Cisco basic commands and on the newly applied billing platform.

webVoIP, Inc. – Senior VoIP Engineer, Fort Lauderdale, Fl. September 2000 – March 2005

Implementation and management of Cisco VoIP Routing and Billing. TCL Script writing. PGW provisioning. Monitor day to day performance. Control appropriate work of VoIP, security systems. Implement network management and automate system troubleshooting. Configure install and maintain Internetworking devices. Analyze complex network problems and coordinate resolutions.

WTC – VoIP Implementation Manager, Fort Lauderdale, Fl. January 2000 - September 2000

Led the development, implementation and deployment of scalable and distributed web based billing and management system utilizing Internet, VoIP and traditional TDM voice circuit expertise.

Quantum Int'l, LLC. – Network Administrator, Pompano Beach, Fl. January 1997 – November 1999

Running and installation of Cat5 cables. Set up small networks, patch panels, hubs. Installation of Window 98 and/or Windows NT on work stations. Managed Linux servers. Monitored VoIP network. Handled trouble tickets.

- **VoIP Implementation Engineer.**
 - VoIP Protocol – H323, SIP, MGCP
 - LAN/WAN Technologies – Ethernet, X.25, VLAN, E1, T1, DS3
 - Security - Access Lists, SSH, IPSEC, 3DES, RADIUS/TACACS
 - Network Management – SNMP, DNS, BIND, SENDMAIL
 - Implement Patches and Upgrades – Cisco IOS, VCWare, Boot Images
 - Troubleshooting – Debugs, Traceroutes, Ethereal
 - Radius – AAA, IVR (TCL Scripts)
- **Network Administrator**
 - WAN – PPP, ISDN, Frame Relay, ATM, VPN
 - Routing Protocols – RIP, OSPF, EIGRP, BGP
 - VLANs – Trunking, ISL, VTP, Pruning
 - PBX - Nortel
 - Firewall – IP Tables, IP Access Lists Standard and Extended, PIX, IPsec

- **Hardware**
 - Cisco 1600, 1700, 2500, 2600, 3600, 3700, 7000, 7200 and 7500 Series Routers
 - Cisco AS5300, AS5350, AS5400, AS5400HPX Access Servers
 - Cisco 26XXxm, 3660, 3725, 3745, 3825, 3845 and 7301 IP-to-IP VoIP gateways
 - Cisco 1900, 2900, 3500, 4500, 5000, 5500, 6000 and 6500 Catalyst Series Switches
 - Cisco PIX 506, 520 and 521 Series Firewall
 - Cisco 802.11b Wireless Router
- **Software**
 - Cisco PGW
 - TCL Script Programming
 - Cisco IOS Releases 11.x – 12. 4, Cisco boot Images, Cisco VCWare, CiscoWorks, CME
 - Windows 7, Windows Vista, Windows XP, Windows, 98/95, Windows 2000, Windows NT
 - Mac OS 10.x
 - Linux Red Hat, SuSe, CentOS, Debian,
 - Visio
- **Technical Trainer – Wholesale/Prepaid Billing.**
 - Conduct training programs for new and existing clients
 - Develop and maintain scripts in order to make training tasks easier
 - Contributor in cross organizational projects
- **Linux, UNIX and Windows servers.**
 - Networking - TCP/IP, Telnet, FTP, TFTP DNS, DHCP, NAT, ifconfig, route, netstat, xinetd
 - Mail - SMTP, POP, IMAP, Sendmail
 - Scripting Languages: TCL/Shell/Expect

Projects

- **GlobalTel**
 - TCL script for use on Cisco IP2IP gateway that would automate the purchasing of accounts for roaming calls that cannot be billed on large cellular providers. The script would allow to make credit card purchases, recharge, collect calls and/or speak to a customer service representative.
- **IronLink Communications, Inc.**
 - Cisco 7501 enterprise router was installed to accommodate the BellSouth DS3 added to provide additional and redundant bandwidth to their existing infrastructure. Utilizing BGP and EIGRP routing protocols and well as static routes. Supply security and management system.
- **Zingotel, Inc.**
 - Designed, assisted in the purchase and configured Cisco gateways (AS5400), catalyst switches (2924) and DigiPort Server to offer port termination and over 500 DID origination in four Canada locations; Montreal, Toronto, Vancouver and Calgary. Assist in purchase of PRIs and Colocation.
- **NDX Communications, Inc.**
 - Lead a team of engineers to design a network of three DS3 of domestic USA termination equating to over two dozen Cisco voice gateways in different locations around the US. This project was successfully implemented within the allocated time as was also the implementation and training of the routing and billing management software.

Languages

- English – Speak, Read and Write Fluently
- Spanish – Speak, Read and Write Fluently

Exhibit E

Proposed Lifeline Rate Plans

Lifeline 250 Minutes	\$9.25
Tribal Lifeline 1,000 Minutes	\$34.25

Additional Minutes:

75 Anytime Additional Minutes	\$5.00
250 Anytime Additional Minutes	\$13.50
500 Anytime Additional Minutes	\$25.00
1000 Anytime Additional Minutes	\$30.00

Texting: 3 texts per ONE minute of voice.

All plans include Caller ID, Call Waiting, and Voicemail.